

1 BILL NO. S-82-11-08

2 SPECIAL ORDINANCE NO. S-212-82

3 AN ORDINANCE approving Street Improvement
4 Resolution No. 5939-82, Taylor and
5 Covington Resurfacing, with Wayne Asphalt
and Construction Company, in connection
with the Board of Public Works.

6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
7 FORT WAYNE, INDIANA:

8 SECTION 1. That a certain Contract dated September 8,
9 1982, between the City of Fort Wayne, Indiana, by and through
10 its Mayor and the Board of Public Works and Wayne Asphalt and
11 Construction Company, for:

12 the resurfacing and restoration of pavement as
13 designated on: Taylor Street, from the west
14 pavement line of Ardmore Avenue to the east
15 pavement line of Randall Road; and Covington
16 Road, from the west pavement line of Ardmore
Avenue to the southeast property line of Upper
Huntington Road except that portion already
resurfaced (from Washington Road to a point
2,050+ feet east thereof);

17 under Board of Public Works Street Improvement Resolution No.
18 5939-82, involving a total cost of One Hundred Thirty-Six Thousand
19 Six Hundred Forty-Four and No/100 Dollars (\$136,644.00), all
20 as more particularly set forth in said Resolution and Contract,
21 and which is on file with the Office of the Board of Public Works
22 and is by reference incorporated herein, made a part hereof, and
23 is hereby in all things ratified, confirmed and approved. Two
24 copies of said Contract are on file with the Office of the City
25 Clerk and made available for public inspection, according to law.

26 SECTION 2. That this Ordinance shall be in full force
27 and effect from and after its passage and any and all necessary
28 approval by the Mayor.

29
30
31 APPROVED AS TO FORM
32 AND LEGALITY



Councilmember



Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Stier, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on, the 11-9-82, at 7 o'clock PM, E.S.T.

DATE: 11-9-82

C. W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Stier, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~Lost~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 11-23-82

C. W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL)

(~~APPROPRIATION~~) ORDINANCE (RESOLUTION) NO. S-212-82
on the 23rd day of November, 1982.

ATTEST:

(SEAL)

C. W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of November, 1982, at the hour of 11:30 o'clock PM, E.S.T.

C. W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 24th day of November, 1982, at the hour of 9 o'clock AM, E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

BILL NO. S-82-11-08

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN
ORDINANCE approving Street Improvement Resolution No. 5939-82,
Taylor and Covinton Resurfacing, with Wayne Asphalt and
Construction Company, in connection with the Board of Public
Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

JAMES S. STIER, CHAIRMAN

BEN A. EISBART, VICE CHAIRMAN

VICTURE L. SCRUGGS

MARK E. GIAQUINTA

DONALD J. SCHMIDT

James M. Stier
Ben A. Eisbart
Victoria L. Scruggs
Mark E. Giaquinta
Donald J. Schmidt

11-23-82
DATE 11-23-82 CONCURRED IN
CLERK AN, CITY CLERK

73-81-8
9/6/82
CONTRACT

This Agreement, made and entered into this 8 day of Sept, 19 82

by and between ----- **WAYNE ASPHALT & CONSTRUCTION COMPANY** -----

----- 6600 Ardmore Avenue, Fort Wayne, Indiana 46809 -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove by resurfacing and restoring pavement as designated on the following streets:

(1) Taylor St. - From the west pavement line of Ardmore Ave. to the east pavement line of Randall Rd.

(2) Covington Rd. - From the west pavement line of Ardmore Ave. to the southeast property line of Upper Huntington Rd. -- except that portion already resurfaced (from Washington Rd. to point 2,050' E. thereof).

by grading and paving the roadway to a width of XXXXXXXXXXXX feet with XXXXXXXXXXXX

XXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve- attached hereto and by reference made a part hereof.

ment Resolution No. 5939-82 XX

At the following prices:

Pavement Removal	Two dollars and fifty cents per square yard	2.50
H.A.C. #9 Binder	Nineteen dollars and fifty cents per ton	19.50
H.A.C. #11 Binder	Twenty dollars and no cents per ton	20.00
H.A.C. "B" Surface	Twenty-one dollars and fifty cents per ton	21.50
Joint & Crack Sealer	Five hundred and seventy-five dollars and no cents per ton	575.00
#53 Crushed Stone (Rolled & Compacted)	Five dollars and ninety cents per ton	5.90
Ditching & Cleaning	One dollar and twenty-five cents per lineal foot	1.25
Corrugated Metal Pipe (Coated)	Nine dollars and seventy-five cents per lineal foot	9.75
Water Valves - Adjust & Set to Grade	Sixty dollars and no cents per each	60.00

Continued.....

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5939-87 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before Sept. 30, 1982 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 8

day of Sept, 1982

ATTEST:

Edward E. Dehner
Corporate Secretary

WAYNE ASPHALT AND CONSTRUCTION CO., INC.

BY: C. K. Stewart

ITS: C. K. STEWART, PRES.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]
Robert Anderson
Barry R. Collins

ATTEST:

[Signature]
Secretary and Clerk

Its Board of Public Works and Mayor.

[Signature]
ASSOCIATE CITY ATTORNEY

Total

One hundred and thirty-six thousand,
six hundred and forty-four dollars
and no cents

\$136,644.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5939 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

- (1) TAYLOR STREET - From the west pavement line of Ardmore Ave.
to the east pavement line of Randall Road.
- (2) COVINGTON RD. - From the west pavement line of Ardmore Ave.
to the southeast property line of Upper Hunting-
ton Road -- except that portion already resurfaced;
namely, from Washington Road to a point 2,050 Ft.
east thereof.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from MVH and LRS Funds.

ADOPTED, this _____ day of _____, 1982.

ATTEST: _____
Secretary & Clerk

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Stephen A. Bailey, Chairman

Robertta Anderson-Staten, Member

Betty R. Collins, Member

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we WAYNE ASPHALT AND CONSTRUCTION CO.
as Principal, and the United States Fidelity & Guaranty
a corporation organized under the laws of the
State of Maryland, and duly authorized to transact business in the
State of Indiana as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of ONE HUNDRED AND THIRTY-SIX
THOUSAND, SIX HUNDRED AND FORTY-FOUR DOLLARS AND NO CENTS -----

(\$ 136,644.00-----), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the 8 day of Sept, 1982,
enter into a contract with the City of Fort Wayne to ~~construct~~ improve by
resurfacing and restoring pavement as designated on the following streets:

- (1) Taylor St. - From the west pavement line of Ardmore Ave. to the east pavement
line of Randall Rd.
- (2) Covington Rd. - From the west pavement line of Ardmore Ave. to the southeast
property line of Upper Huntington Rd. -- except that portion already resurfaced
(from Washington Rd. to point 2,050' E. thereof).

Improvement Resolution No. 5939-82

at a cost of \$ 136,644.00-----, according to certain plans and specifications
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement
provides:

1. That said improvement shall be completed according to said plans and
specifications, and contractor shall warrant and guarantee all work, mater-
ial, and conditions of the improvement for a period of three (3) years from
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-
tions, and repairs as required by the City within thirty (30) days after
notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

WAYNE ASPHALT AND CONSTRUCTION CO., INC.
(Contractor)

BY: C. K. Stewart

ITS: C. K. STEWART, PRES.

ATTEST:

Edward E. Dehner

Sec.
(Title)

United States Fidelity & Guaranty
Surety

*BY: W. J. See
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- WAYNE ASPHALT AND CONSTRUCTION CO., INC. -----
(Name of Contractor)

----- 6600 Ardmore Ave., Fort Wayne, Indiana 46809 -----
(Address)

a -----, hereinafter called Principal,
(Corporation, Partnership or Individual)

and United States Fidelity &
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of ONE HUNDRED AND THIRTY-SIX THOUSAND, SIX HUNDRED AND FORTY-FOUR DOLLARS AND NO CENTS -----

for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 8 day of Sept, 1982, for the construction of:

Improvement Resolution No. 5939-82

To improve by resurfacing and restoring pavement as designated on the following streets:

- (1) Taylor St. - From the west pavement line of Ardmore Ave. to the east pavement line of Randall Rd.
- (2) Covington Rd. - From the west pavement line of Ardmore Ave. to the southeast property line of Upper Huntington Rd. -- except that portion already resurfaced (from Washington Rd. to point 2,050' E. thereof).

at a cost of ONE HUNDRED AND THIRTY-SIX THOUSAND, SIX HUNDRED AND FORTY-FOUR DOLLARS AND NO CENTS -----
(\$ 136,644.00-----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 counter-
(number)
parts, each one of which shall be deemed an original, this 8 day of
Sept, 1979.
82

(SEAL)

ATTEST:

Edward L. Rehner
(Principal) Secretary

WAYNE ASPHALT & CONSTRUCTION CO.

Principal

BY C. K. Stewart

C. K. STEWART, PRES.

(Title)

(Address)

Witness as to Principal

(Address)

United States Fidelity & Guaranty
Surety
BY Deane Green
Attorney-in-Fact
(Authorized Agent)

Lane J. Ross
Witness as to Surety

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

TITLE OF ORDINANCE

Resolution #5939-82, Taylor & Covington Resurfacing

DEPARTMENT REQUESTING ORDINANCE

Board of Public Works

5-82-11-08

SYNOPSIS OF ORDINANCE

Resurfacing and restoring pavement as designated on the

following streets:

- (1) Taylor St. - From the west pavement line of Ardmore Ave. to the east pavement line of Randall Rd.
- (2) Covington Rd. - From the west pavement line of Ardmore Ave. to the southeast property line of Upper Huntington Rd. - except that portion already resurfaced (from Washington Rd. to point 2,050' E. thereof).

Contract awarded to Wayne Asphalt & Construction Company.

Prior approval August 10, 1982

EFFECT OF PASSAGE

improvement to Taylor & Covington

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS)

\$136,644.00

ASSIGNED TO COMMITTEE